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IN THE

Supreme Court of the United States

OCTOBER TERM, 1970

No. 440

ANDREW J. EASTER,
Petitioner,

vs.

AETNA INSURANCE COMPANY,
Respondent.

Petition for Writ of Certiorari to the United States Court of Appeals for the Fourth Circuit

ANDREW J. EASTER
In Proper Person

Legal Resident of Maryland
6420 Belair Road
Baltimore, Maryland 21206

Temporary and Forwarding Address
2801 Adams Mill Road, N.W.,
Apt. 108
Washington, D. C. 20009

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Petition for Writ of Certiorari to the United States Court of Appeals for the Fourth Circuit

---

OPINION BELOW

The opinion of the Court of Appeals is reported in C.A. 16655, and is included herein as Appendix A.

JURISDICTION

The judgment of the United States Court of Appeals for the Fourth Circuit was entered on February 11, 1970 (p. 16). On February 17, 1970, appellant therein case, Request Reconsideration of said judgment (p. 17), which was denied on February 27, 1970 (p. 19). On May 28, 1970, petitioner herein requested an extension of time to file a petition, which was granted to and including July

27, 1970 (Appendix D, p. 26). The court has jurisdiction under 28 U.S.C. 1254 (1).

QUESTION PRESENTED

By what authority, or right if any that permits Aetna Insurance Company of Hartford, Connecticut, to cancel a Fire Insurance Policy after the Proof of Loss Claims were filed? As in this case and as disclosed by the State Insurance Commissioner's Hearing July 22, 1968, State Office Building, Room 801, 301 West Preston Street, Baltimore, Maryland, 21201.

Resulting in loss of property, premiums, income, labor, costs of litigation, time and other expenses and good faith and What is Right for the Country.

ORAL ARGUMENT IF REQUIRED

As Per Rules—Part VIII. Practice 11, page 11.

STATUTE INVOLVED

Annotated Code of Maryland—1957, Article 75, Section 12 Suits Against Insurance, Surety or Bonding Companies

Whenever any insurance company or surety or bonding company of any kind whatsoever shall have a duly accredited agent in any county or city of this State resident therein and shall become obligated by its policy or other contract express or implied to any resident of any county or city the said company may sue or be sued on such policies as other contracts in the same manner as if resident in such city or county, by causing process to be served on such resident agent, which shall be effective in law and equity as if such had been made on the president, director or directors of such company, and the judgment rendered in such case shall have the same force and effect as other judgments would or could have.

(An. Code, 1951, § 27; 1939, § 27; 1924, § 27; 1912, § 23; 1904, § 23; 1896, Chap. 367; § 22A; 1902, Chap. 449.)

Cross reference:—As to service on Insurance Companies, see Article 48A, Sec. 262. As to process against corporation, see Article 23, Sec. 2, 92 and 94, *et seq.*

Failure of local agent to notify company. Process served upon local agents of Insurance Company upheld under this section; that such agent does not notify Company is immaterial.

Girard Fire & Marine Ins. Co. v. Bankard, 107 Md. 538, 69A. 415.

Henderson v. Md. Home Fire Ins. Co., 90 Md. 47, 47A. 1020. Cited in *First Nat. Bank v. Equitable Life Assur. Soc.*, 157 Md. 249, 145A. 779.

Art. 75, Sec. 14 Forms of Pleadings—Substance only need be expressed.

Due to the fact that fire insurance companies cancel their policies after claims have been filed, re: "Continuation of Hearing" page 2-3, Brief and Appendix of Appellant—the Index of Record page 31-32, the Index of Damages for Inconveniences page 33-36, consisting of at least 50 items of action, and especially the pretrial statement of the lower court judge to the defendant's attorney "TO PAY THE CLAIMS, AND EXEMPLARY, PUNITIVE AND PECUNIARY DAMAGES;" AND THE JUDGE'S LATER SUGGESTION, FOR PLAINTIFF, APPELLANT, TO PRESENT THE EXHIBITS REFERENCE COSTS FOR CONVERTING THE FRAME DWELLING, 6502 BELAIR ROAD, PAGE 8, BRIEF AND APPENDIX OF APPELLANT—INSURED FOR $10,000., AND THEN LATER REFUSED TO ALLOW THE PLAINTIFF TO PRESENT THE EXHIBITS AS EVIDENCE AT A LATER HEARING.

The judge's Order of November 13, 1967, page 15-17, Brief of Appellant—submitted by appellee's attorney—

denying appellee's Motion to dismiss appellant's claim for $250. fire damages at 6420 Belair Road, and denying appellee's Motion to dismiss appellant's claim for vandalism damages to premises 6502 Belair Road, AND DENYING APPELLEE'S MOTION TO DISMISS AS TO THE APPELLANT'S ALLEGATIONS CONCERNING "COMPENSATORY DAMAGES", PARA. 1.-2. PAGE 15, PARA. 8. PAGE 16.

STATEMENT

At a later hearing the judge said insurance companies had a right to cancel its policies and plaintiff, appellant herein case, stated so did the insured, but the insurance company had no right to cancel after the Proof of Loss claims had been submitted to the insurance company by the appellant's friend and lawyer who was also an agent of the Aetna Insurance Company—PERSONAL MEMO —page 3-4 Brief of appellant. The judge repeated the same statement for five and one half hours and then dismissed the case, in which case the appellee's attorney's only statement was that his client "did not pay any claims reference the riots," and the appellant answered "that his claims and case were filed long before the riots." Breach of Contract, Fraud, Violation of the Maryland Law, etc.

The Appellant filed the original Declaration in proper person in the Superior Court of Baltimore City. Within the time permitted the Appellee filed a Petition for Removal and a Bond for Removal to the United States District Court for the District of Maryland. As far as the Appellee can determine there is no issue here presented as to this removal.

Because of the State of Appellant's Declaration the Appellee filed a Motion for More Definite Statement under Rule 12(e). Appellant duly filed an Answer to said motion and set forth additional information concerning his allege claims.

Thereafter Appellee filed a Motion to Dismiss for Failure to State a Claim Upon Which Relief can be Granted.

After several hearings, the Appellant filed an Amended Complaint which set forth a FIRST COUNT, a SECOND COUNT, and a count alleging COMPENSATORY DAMAGES. To this Appellee filed a Motion to Dismiss Amended Complaint in Whole or in Part for Failure to State a Claim Upon Which Relief Can be Granted.

In said Amended Complaint Appellant alleged in his FIRST COUNT $250 for an alleged fire loss which he contended occurred on September 29, 1963 to the premises known as 6420 Belair Road in Baltimore, Maryland. This is the alleged fire which Appellant contended in oral argument was caused by a bird taking a lighted cigarette up to the top of the roof.

In the SECOND COUNT of the Amended Complaint there were several alleged claims in regard to a second property known as 6502 Belair Road, likewise in Baltimore City, as follows: (a) The first of these purported claims was alleged vandalism to said premises occurring "sometime during 1963". (b) Secondly, the Appellant claimed damages for an alleged fire occurring on July 7, 1964 at 7:34 P.M. (c) Thirdly, the Appellant claimed alleged vandalism which purportedly occurred after the date of the alleged fire on July 7, 1964. (d) Fourthly, the Appellant claimed alleged damages for a second fire occurring on September 3, 1965 in the same premises. (e) Finally, Appellant also contended a loss of rent and contents loss for various articles of personal property stored in the attic and other places.

Under the heading COMPENSATORY DAMAGES Appellant in his Amended Complaint alleged $100,000 as compensatory, exemplary and pecuniary damages.

Appellee's aforesaid Motion to Dismiss challenged the validity of each of these alleged claims in the respective Counts, including the alleged Compensatory Damages.

AFTER HEARING AND ARGUMENT, JUDGE NORTHROP BY ORDER OF COURT DENIED IN PART AND GRANTED IN PART APPELLEE'S MOTION TO DISMISS AS TO THE AMENDED COMPLAINT.

Specifically, Judge Northrop at that time denied Appellee's Motion as to the alleged $250 fire damage on September 29, 1963 to the premises at 6420 Belair Road. Likewise, Judge Northrop's said Order denied Appellee's Motion to Dismiss as to the alleged claim by the Appellant for vandalism damage occurring prior to July 3, 1964 to the premises 6502 Belair Road.

The significance of the date, July 3, 1964, is that, as was admitted by the Appellee in his pleadings and also admitted by him in open court before Judge Northrop, the Appellant's insurance policies with Appellee were all cancelled effective July 3, 1964 by the Appellee.

Considering that all of the policies were cancelled effective July 3, 1964, Judge Northrop granted Appellee's Motion to Dismiss for the alleged fire damage to 6502 Belair Road occurring on July 7, 1964 and September 3, 1965. Likewise, Judge Northrop granted Appellee's Motion to Dismiss as to alleged vandalism damage occurring subsequent to the effective date of the cancellation of the policies. Judge Northrop also granted Appellee's Motion to Dismiss as to Appellant's allegations of loss of rent and loss of personal property, there being no insurance coverage under Appellee's policies in any event for said alleged losses.

THUS, THE ONLY MATTERS LEFT FOR TRIAL WERE APPELLANTS ALLEGED CLAIM FOR THE $250 FIRE DAMAGE ON SEPTEMBER 29, 1963 TO THE PREMISES 6420 BELAIR ROAD. THE CLAIM BY APPELLANT FOR VANDALISM DAMAGE OCCURRING "SOMETIME DURING 1963" TO THE PREMISES 6502 BELAIR ROAD AND THE ALLEGED "COMPENSATORY DAMAGES".

After several postponements the case was called for trial on October 28, 1968 before Judge Northrop without a jury. Appellant did not pray a jury.

LAW OFFICES
NILES, BARTON, GANS & MARKELL
929 N. Howard Street
Baltimore, Maryland 21201

November 9, 1967

Honorable Edward S. Northrop
U. S. District Court for the
District of Maryland
Room 306, Post Office Building
Baltimore, Maryland 21202

Re: Easter vs. Aetna Insurance Company
Civil Action No. 16655

Dear Judge Northrop:,

Pursuant to your request, I have prepared an Order in accordance with your direction at the hearing last Friday concerning the above case. Enclosed is the original of said proposed Order, and you will note that I am sending a copy of same to Mr. Easter.

If you find the proposed Order to be in proper form, I will appreciate your advising me and Mr. Easter when it has been signed.

Sincerely yours,

GEORGE M. RADCLIFFE

GMR:eh
Enclosure

CC: Andrew J. Easter, Esq.
Enclosure

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

Civil Action No. 16655

ANDREW J. EASTER, PLAINTIFF

v.

AETNA INSURANCE COMPANY, DEFENDANT

ORDER

The Defendant's Motion to Dismiss Amended Complaint in Whole or in Part for Failure to State a Claim Upon which Relief Can Be Granted having come on for hearing, argument having been presented by the attorney for the Defendant and by the Plaintiff, and the Plaintiff having admitted that he received notices of cancellation of Policies Nos. 80 39 36 and 80 39 43 on or about June 27, 1964, said cancellations being effective July 3, 1964, and the various pleading in the proceedings having been considered, it is this —— day of November, 1967, ORDERED, by the United States District Court for the District of Maryland, that the Defendant's aforesaid Motion is denied in part as to certain claims asserted by the Plaintiff in his Amended Declaration, and granted in part as to certain claims asserted by the Plaintiff in his Amended Declaration, as follows:

1. *The Defendant's said Motion to Dismiss is denied as to the alleged claim by the Plaintiff for* $250 *fire damages on September* 29, 1963, *in the premises at* 6420 *Belair Road.*

2. *The Defendant's said Motion to Dismiss is denied as to the alleged claim by the Plaintiff for vandalism damages occurring prior to July* 3, 1964, *to the premises* 6502 *Belair Road.*

3. The Defendant's said Motion to Dismiss is granted as to all alleged claims by the Plaintiff for vandalism damages occurring subsequent to July 3, 1964, to the premises 6502 Belair Road.

4. The Defendant's said Motion to Dismiss is granted as to the alleged claims by the Plaintiff for damage by fire occurring on July 7, 1964, to premises 6502 Belair Road.

5. The Defendant's said Motion to Dismiss is granted as to the alleged claims by the Plaintiff for damage by fire occurring on September 3, 1965, to premises 6502 Belair Road.

6. The Defendant's said Motion to Dismiss is granted as to the Plaintiff's allegations concerning the alleged loss of rent, there being no such insurance coverage therefor in either of said policies.

7. The Defendant's said Motion to Dismiss is granted as to the Plaintiff's allegations concerning the alleged loss of personal property, there being no such insurance coverage therefor in either of said policies.

8. THE DEFENDANT'S SAID MOTION TO DISMISS IS DENIED AS TO THE PLAINTIFF'S ALLEGATIONS CONCERNING "COMPENSATORY DAMAGES."

United States District Judge

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

Baltimore 21202

Chambers of
Edward S. Northrop
United States District Judge

13 November 1967

George M. Radcliffe, Esquire
929 North Howard Street
Baltimore, Maryland 21201

Andrew J. Easter, Esquire
2801 Adams Mill Road
Washington, D. C. 20009

Re: Civil Action No. 16655—
Easter v. Aetna Insurance Company

Gentlemen:

I have today signed and filed the Order submitted by Mr. Radcliffe with his letter of November 9, 1967.

Yours very truly,

/s/ E. S. N.
EDWARD S. NORTHROP
United States District Judge

SUPREME COURT OF THE UNITED STATES

No. ——, October Term, 1969

ANDREW J. EASTER,

Petitioner,

vs.

AETNA INSURANCE COMPANY

Respondent.

ORDER EXTENDING TIME TO FILE PETITION FOR WRIT OF CERTIORARI

UPON CONSIDERATION of the application of petitioner,

IT IS ORDERED that the time for filing a petition for writ of certiorari in the above-entitled cause be, and the same is hereby, extended to and including July 27, 1970.

/s/ WEB

Chief Justice of the United States

Dated this 1 day of June, 1970.

George M. Radcliffe, Esq.
Niles, Barton, Gans & Markell
929 N. Howard Street
Baltimore, Md. 21201

Re: Easter v. Aetna Insurance Co.

Dear Mr. Radcliffe:

I am in receipt of your letter of the 18th instant, in reply to mine of the 10th instant, in which I asked you for a conference with me and Mr. Easter. This request you therein denied, as you said "we can find no *legal basis* for any of the purported claims of your client", etc.

May I not ask: Does your client *ignore* all but bullet-proof claims? Can it be said that there never was any "legal basis" for Mr. Easter's claims? Does your client ignore or reject all "legal basis" claims that may not have been eptly or timely handled on a strict Shylock rigidity "basis"? It can hardly be contended that the claims of Mr. Easter are not included in the injuries or damages covered by his policies? Can it, sir?

Again, and importantly, as I judge business, how has your client been injured, or how substantially inconvenienced, by the passage of time? That, in my book, as above indicated, is the only justification, or *excuse* for any plea of laches, or even of limitations by any honorable person. Is it not *yours?*

This matter has never been abandoned, but has been a running and live matter; and it has never even been intimated before that his claims had no "legal basis". Their dealings have always been solely on procedures and detail, and the like, without any intimation that he was operating on a Shylock "basis." In such case are you willing to continue to plead laches or limitations?

I may say, in conclusion, that I have some policy connections with Aetna, and I am wondering what trouble my family may have at my demise, if there are slips in the Proofs of Claims. It doesn't make me feel very comfortable.

Yours sincerely,

Geo. Washington Williams
Petitioner's former attorney

jcr.

Received Apr 17 3:39 PM '69, Clerk,
U. S. District Court, District of Maryland

Clerk—U. S. District Court for the
District of Maryland
Room 534, Post Office Building,
Baltimore, Md.

April 17, 1969

Re: Easter v. Aetna Insurance Company
Civil Action No. 16655

NOTICE OF APPEAL

Notice is hereby given that the plaintiff, Andrew J. Easter, hereby appeals to the United States Court of Appeals for the Fourth Circuit, Richmond, Virginia; from the—

ORDER

The Plaintiff's Petition for Reconsideration of or for Rehearing of the above entitled case, dated November 5, 1968, and filed in the above proceedings, having been scheduled for hearing before this Court on Friday, March

21, 1969, at 10 o'clock a.m., the Plaintiff having appeared in proper person and presented argument thereon, it is this 24 day of March, 1969, ORDERED, by the United States District Court for the District of Maryland, that the Plaintiff's Petition for Reconsideration of or for Rehearing (construed by this Court to be a Motion of Plaintiff for New Trial) be and the same is hereby denied.

The above Order contradicts and is contrary to the judge's order and statement to the defendant's counsel "to pay the plaintiff" etc., at the preliminary hearing for calendering the trial; and the judge's suggestion to the plaintiff to present the bills, receipts, etc., reference cost to repair and convert the Frame Dwelling into first and second floor apartments, etc., which cost $3000.00, taxed $7000.00, and was insured for $10,000.00, and was retained for evidence, etc., for Proof of Loss Claim; but was Demolished 6 A.M. July 23, 1963, by the city and charged the plaintiff $790.00, in spite of the fact the dwelling was located 170 foot off the highway with No Trespassing signs posted, all of which created—costs for court, transcripts, harassment, and requiring compensatory, punitive and exemporary damages.

All of the exhibits were tendered at the hearing for a Rehearing or new trial, yet the judge would not permit or allow the plaintiff to present them for the record.

Although the judge ordered the defendant to pay the plaintiff in the prior actions, the reaction of the judge in dismissing the above case could be due to and the result of the courts and the government for permitting the insurance companies, etc., to Cancel the Policies after Proof of Lost Claims had been filed, as in this case; and as announced by Commissioner Newton I. Steers, Jr., of the State Insurance Commission, on July 22, 1968, in room 801 of the State Office Building, 301 West Preston Street, Baltimore, with respect to the extent to which

policies of property insurance in Maryland are being and have been cancelled.

Please send to me the cost of a copy of the Index of all of the actions on file, and the cost to deliver the entire original file to the Court of Appeals in Richmond, Virginia, and eventually if the above court is not reversed, than to the Supreme Court of the United States in Washington, D. C.

Respectfully yours,

/s/ Andrew J. Easter
ANDREW J. EASTER

In Proper Person

Legal Resident of Maryland
6420 Belair Road
Baltimore, Maryland 21206

Temporary and Forwarding Address
2801 Adams Mill Road, N.W.,
Apt. 108
Washington, D. C.

CC: Mr. George M. Radcliffe
Attorney for defense
Aetna Insurance Co.
Hartford, Connecticut

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 13,571

ANDREW J. EASTER,

Appellant,

versus

AETNA INSURANCE COMPANY,

Appellee.

Appeal from the United States District Court for the District of Maryland, at Baltimore.
Edward S. Northrop, District Judge.

(Decided February 11, 1970.)

Before HAYNSWORTH, Chief Judge, and WINTER and BUTZNER, Circuit Judges.

Andrew J. Easter, on brief as Appellant Pro Se, and George M. Radcliffe on brief for Appellee.

PER CURIAM:

Our examination of the briefs and record satisfies us that this appeal is without merit and that the district judge committed no reversible error. We dispense with argument and affirm.

AFFIRMED.

February 17, 1970

Mr. Samuel W. Phillips, Clerk
United States Court of Appeals
Fourth Circuit
Tenth and Main Streets
Richmond, Virginia 23219

Re: Andrew J. Easter, Vs.
Aetna Insurance Company,
No. 13,571

Dear Mr. Phillips:

The appellant of herein case, hereby Requests Reconsideration of the Decision of Haynsworth, Chief Judge, and Winter and Butzner, Circuit Judges, (Decided February 11, 1970) reference Appeal from the United States District Court for the District of Maryland, Baltimore, Edward S. Northrop, District Judge. That "Our examination of the briefs and record satisfies us that this appeal is without merit and that the district judge committed no reversible error. We dispense with argument and affirm."

The decision is arbitrary to the Order signed on November 13, 1967, by judge Edward S. Northrop, U. S. Dist. Court, Dist. of Md., Civil Action No. 16655, that the defendant's Motion is denied in part as to certain claims asserted by the plaintiff in his Amended Declaration, and granted in part as to certain claims, page 8-9, of Appellant's Reply Brief, as follows:

Para. 1. The Defendant's said Motion to Dismiss is denied as to the alleged claim by the plaintiff for $250 fire damages on September 29, 1963, in the premises at 6420 Belair Road.

*Para: 2. The Defendant's said Motion to Dismiss is denied as to the alleged claim by the plaintiff for

vandalism damages occurring prior to July 3, 1964, to the premises 6502 Belair Road.

Para. 8. THE DEFENDANT'S SAID MOTION TO DISMISS IS DENIED AS TO THE PLAINTIFF'S ALLEGATIONS CONCERNING "COMPENSATORY DAMAGES." $110,300.00—which consists of $10,000. amount of insurance $300. for converting the Frame Dwelling into first and second floor apartments, and $100,000. for Punitive, Exemplary and Compensatory Damages.

*Para. 6. Although there was no insurance coverage reference loss of rent, it is essential that real estate properties, must produce rents, etc. to enable the owner to pay the taxes, etc., thereon.

Yours truly

/s/ Andrew J. Easter
ANDREW J. EASTER
In Proper Person

Apt. 108, 2801 Adams Mill Road, N.W.
Washington, D. C. 20009

CC: George M. Radcliffe
Aetna Insurance Company
Hardford, Connecticute

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 13,571

ANDREW J. EASTER,

Appellant,

versus

AETNA INSURANCE COMPANY,

Appellee.

ORDER

Treating the request of Andrew J. Easter for reconsideration of the decision as a petition for rehearing, filed under Rule 40 of the Federal Rules of Appellate Procedure, the panel which initially decided the case is unanimously of the view that the petition should be denied. It is, therefore,

ORDERED, that said petition be, and it is hereby, denied.

For the Court:

/s/ Harrison L. Winter
United States Circuit Judge

Filed Feb 27 1970 Samuel W. Phillips Clerk

A True Copy; Teste:
Samuel W. Phillips, Clerk

By /s/ Margaret P. Johnson
Deputy Clerk

REASONS FOR GRANTING THE WRIT

THE CASE AT ISSUE IS SIMPLY THAT, IS IT A GENERAL PRACTICE OF INSURANCE COMPANIES TO CANCEL POLICIES AFTER CLAIMS HAD BEEN FILED IN SPITE OF THE MARYLAND LAW, ETC., AS IN THIS CASE? THAT PROCESS SERVED UPON LOCAL AGENTS OF INSURANCE COMPANY UPHELD; THAT SUCH AGENT DOES NOT NOTIFY COMPANY IS IMMATERIAL.

Compared with the announcement made by the State Insurance Commissioner, reference a Hearing to consider the matter of property insurance cancellations, page 2 of Brief; and *the lower court judge's Order dismissing the case; which contradicts and was contrary to the Judge's order and statement to the defendant's, appellee's attorney "to pay the plaintiff"* appellant, at the preliminary hearing for calendering the trial; and the judge's suggestion to the plaintiff, appellant to present the bills, receipts, etc., reference to repair and convert the Frame Dwelling, of herein case, which cost $3000., taxed $7000., insured for $10,000. and was retained for evidence, etc., for Proof of Loss Claim; but was Demolished 6 A.M. July 23, 1963, by the city who charged the appellant $790., in spite of the fact the dwelling was located 170 foot off the highway with No Trespassing signs posted, all of which created costs for court, transcripts, harassment.

CANCELLED POLICIES AFFECT THE INSURED IN THAT HE CANNOT OBTAIN ANY COVERAGE FROM ANY OTHER COMPANIES. Plaintiff therefore claims—exemplary, punitive and pecuniary damages—$100,000.00.

And although the plaintiff suffered a loss due to storm and fire, at the dwelling, and a complete loss due to vandalism and fire at the 2 apartment frame structure,

within the time of the existance of the said policies and the coverage thereof and while due demand was made for said damages, the defendant has refused, and still does refuse to pay same, and

The plaintiff further avers that although he has kept and performed all things in said policy contained on his part—to be kept and performed as required by constant contact with said resident agent—as required and by advice of said Duvall, yet the defendant though often thereto requested, has not paid to the plaintiff, the amounts of the said loss and damages sustained aforesaid, or any part thereof, but refuses so to do. And so the plaintiff says that the defendant has not kept it's covenant aforesaid but has broken the same. To the damage of the plaintiff, and therefore he brings his suit.

For the hardship caused by said losses, and the jeopardy caused by the arbitrary cancellations, by notice on June 26, 1964, effective July 3, 1964, etc., by the said Aetna Insurance Company of all of aforesaid policies; after notices of said claims; including all the other policies issued by the said company on the other and adjoining properties also owned by the plaintiff, causing irreparable harm aforesaid and lost, by failure to obtain insurance from other company to reinsure said properties.

ALL OF THE EXHIBITS WERE TENDERED AT THE HEARING FOR A REHEARING OR NEW TRIAL, YET THE JUDGE WOULD NOT PERMIT OR ALLOW THE PLAINTIFF TO PRESENT THEM FOR THE RECORD. PAGE 17, 25-26.

ALL NOTICES, ETC., WERE MADE IMMEDIATELY, DIRECTLY AND PERSONALLY TO RAYMOND M. DUVALL, THEIR AUTHORIZED AGENT, FOR INFORMATION ETC., THEREFORE THE CAIMS WERE MADE BY HIM, ETC., AS WILL BE

PROVEN BY HIS —PERSONAL MEMO—, ETC., AND THEREAFTER PHONE CALLS, LETTERS, ETC., WERE MADE DIRECTLY WITH AETNA'S HARTFORD OFFICE AND THEIR NEW YORK AND BALTIMORE AGENCIES INVOLVED.

Aetna's Notice of June 26, 1964, CANCELLATION OF INSURANCE POLICY to terminate 12 Noon July 3, 1964 on all OTHER POLICIES OF YOUR INSURED including Liability Policy, etc., jeopardizes the insured, by Aetna reference prior claims, etc., resulting in the delapidated and hazardous condition, etc., of Frame Dwelling: unprotected and further liabilities, Punitive, Exemplary and Pecuniary Damages—especially since CANCELLED POLICIES affect the insured in that he cannot obtain any coverage from any other companies, etc.

CONCLUSION

Due to the fact that the case was originally filed on the record, the Brief was submitted more for convenience and as an index, the issue here is a clear and simple matter—THAT FIRE INSURANCE COMPANIES HAVE CANCELLED THEIR POLICIES AFTER PROOF OF LOST CLAIMS WERE FILED: and in violation of the ORDER prepared by the appellee's counsel and signed by the judge, Granting various claims of the appellant including appellee's MOTION TO DISMISS, wherein the judge DENIED as to the plaintiff's allegation concerning COMPENSATORY DAMAGES, which damages the judge had previously ORDERED THE APPELLEE TO PAY, at the hearing when setting the case for trial.

The frame dwelling was renovated September, 1958, into a two family, first and second floor apartments, which cost $3000.; which was eventually vandalized and set afire twice and eventually DEMOLISHED BY THE

CITY OF BALTIMORE 6 A. M. on October 24, 1963, who charged the appellant $790.; the dwelling was held as evidence for Proof of Loss Claims, etc.

And effort, time and costs of litigation since August 2, 1965, in Superior Court, Baltimore City, Maryland, etc., as stated in index of record C. A. 16655, page 1, and page 31-32, and index of damages page 33-36, of Brief; and citations page 9-10, of the Supplemental Brief; and to the statements by the appellee's attorney who argues negatively as to the facts of the case on file and in the Briefs, etc.

The costs to renovate the frame dwelling into a two family apartment, violation of the provisions and stipulations of the fire insurance policy, dismissal of case by the judge, who violated his original statement when calendaring the case for hearing, ordering the appellee to pay the appellant and denying the appellee's attorney's motion to dismiss; but to "pay the claims, and exemplary, punitive and pecuniary damages;" and the suggestion to appellant, to present the exhibits reference costs; and then later at the hearing, refused to allow the appellant to present the exhibits which were spread out on a large table in the court, as the exhibits were always available for evidence of the case, etc. including the right of the appellee's attorney to question them, as he was and is now aware of same.

The signing of the Order submitted by the defendant, appellee's attorney, by the judge of the United States District Court, District of Maryland, was not only arbitrary but also inconsistent and in violation of the Annotated Code of Maryland-1957, Article 75, Section 12, Suits Against Insurance, Surety or Bonding Companies, page 1-2. of the Brief and Appendix of Appellant.

Appellant prays that the action of the lower court be reversed and that the insurance and all other claims be paid with costs to be assessed to the appellee.

The Petition for a Writ of Certiorari should be granted.

Respectfully submitted,

/s/ Andrew J. Easter
ANDREW J. EASTER
Petitioner
In Proper Person

CC: Mr. George M. Radcliffe
Respondent's attorney

929 North Howard Street
Baltimore, Maryland 21201

Cert. Ret. Receipt
Aetna Insurance Company
Respondent
Hardford, Connectioute

July 23, 1970

APPENDIX

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INDEX OF DAMAGES FOR INCONVENIENCES

Items of Action Re: Easter vs. Aetna Ins. Co.
C.A. No. 16655, U.S. Dist. Court, Md. 3-21-69

October 20, 1961—Letter—State Insurance Department of Maryland Re: Raymond M. Duval holds current agent's license with the Aetna Insurance Company which was issued as of September 22, 1961; code no. 19-27211-18, 9/11

July 25, 1963—Notice—need repair—not in use

October 12, 1963—J. F. Roeske, Gas Service Dept. ref. sest.

October 21, 1963—Sent copy—letter to District—reply to H. Dept.

October 25, 1963—Ch. 417—Duval (agt. Aetna) Lia. Pol. 16 50 98 Duval—19-2711-18 (9/11/63-61) $100.16

February 18, 1961—Proof of Loss—6120 and 6502—mailed to Duval

March 16, 1961—Saw Duval

April 6, 1961—Letter to Aetna, Hartford, ref.—claim—proof of loss

April 17, 1961—Letter to Aetna—Claim Dept. 6660 York Road, 21212 ref. claim, and insurance

April 28, 1961—Appraisor—Hlavin ref. loss—at tavern—at 3:30 did not wait—1 p.m.

May 4, 1961—Letter to Chas. H. Ellicott, Claim—Aetna Ins. Co. York Road, 21212 ref. Hlavin

May 18, 1961—Letter to Aetna ref. losses

June 9, 1961—Letter to Aetna ref. Hlavin, phoned 6 8

June 17, 1961—phoned Ellicott—Aetna claim—reverse chg. Drexel 7-5200

July 16, 1961—Bill called fire dept.

July 7, 1961—Fire July 7, 1961

July 24, 1961—Letter Fire Dept.

July 22, 1964—Information reference—6502 fire—Aetna Ins. Co., Hartford, Conn.—copy Gilbert S. Fisher, Sr.

August 5, 1964—Notice Bu. Bldg. Insp.—30 days to correct condition

August 7, 1964—Notice by Dept. Bldg. Inspt. to correct 6502 —by Sept. 4/64

August 13, 1964—photo, rear fire, etc

August 22, 1964—Let. Genl. Adj. Bur., Aetna—Ins. Dept. ref. claim—vandalism and Fire (photo. an orig.)

August 22, 1964—Let. Verlin D. Smith, Branch Mgr., Genl. Adj. Ins. 1123 N. Eutaw St. Rm. 501, Jackson Tower Bldg.

August 22, 1964—Copy Aetna, Hartford, cert. 367211—ret. recept.

August 22, 1964—Copy—Fisher—Ins. Dept. Md.

August 26, 1964—Let. from Aetna and request ret. signed L. E. Bogart, V. P.—the claim Mgr.—Chas. Ellicott, Balto., check situation and make certain any necessary action is taken promptly

September 3, 1964—Walker—Gen. Adv. ref. signs

September 4, 1964—Cert. Let. Ret. Recpt.—Bu. Bldg. Insp., ref. signs, rents and future 367013

October 13, 1964—Legal notice—Bu. Bldg. Insp.—to correct Nov. 5/64, $100. day

October 28, 1964—Letter to Mckeltin—cert. 367016, ret. recpt.

October 28, 1964—copy Bldg. Insp. Engr.

October 28, 1964—copy Fisher—State Ins. Comm.

October 28, 1964—copy Aetna, Hartford, Conn. (ref. notice Bldg. Insp.)

November 3, 1964—phoned—Williams—Dept. notice

November 4, 1964—Williams—phoned

November 5, 1964—Letter from Williams

November 9, 1964—phoned Williams

November 13, 1964—Williams phoned reversed chgs. $1.15—reference records

November 16, 1964—4th Circuit Ct. App. Balto P.O. Bdg. E. v. Comm.

November 16, 1964—Williams office—Injunction

November 17, 1964—phoned Williams—Clydesdale—Designation of record—Statement

November 17, 1964—Injunction—filed—Order—Show cause Dec. 1—Jdg. Wilson K. Barnes

File copy of insurance claim with above—hearing on Injunction—send copy of injunction to Aetna—Fisher

November 19, 1964—Letter from Williams—suggestions

August 18, 1965—(1) Petition of Defendant for Removal, (2) Bond for Removal, (3) Copy of Declaration in The Superior Court of Baltimore City, filed.

August 18, 1965—(4) Certificate of Notification, filed.

August 18, 1965—(5) Motion of Defendant for more definite statement and request for hearing, filed.

September 2, 1965—(6) Answers of Plaintiff to Defendant's Motion for More Definite Statement, filed.

September 17, 1965—(7) Motion of Defendant to dismiss, request for hearing and citation of Points and Authorities, filed.

October 2, 1965—(8) Answer of Plaintiff to Defendant's Motion to dismiss, and attachments, filed.

November 26, 1965—(9) Objections of Plaintiff to Motions of Defendant for more definite statement and to dismiss, filed.

December 3, 1965—Hearing on Motion of Defendant to Dismiss and Answer of Plaintiff thereto, before Northrop, J.

December 28, 1965—(10) Renewal of Defendant of Motion to dismiss Complaint, and to Dismiss Plaintiff's Answer to Defendant's Motion for more definite statement, and Grounds in support theerof, filed.

January 7, 1966—(11) Answer of Plaintiff to Defendants' Motion to Dismiss, and attachments A thru I, filed.

January 11, 1966—(12) Order of Court (Northrop, J) "Granting" Renewed Motion of Defendant to Dismiss and "Dismissing" the action herein with leave to the Plaintiff to file an Amended Complaint within Thirty (30) Days; filed.

February 10, 1966—(13) Amended Complaint, filed.

March 1, 1966—(14) Motion of Defendant to Dismiss Amended Complaint in whole or in part and Citation of Authorities, filed.

CITATIONS

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copy

Book 1 Anderson
Couch on Insurance 2d—Section 37:129140:68
Encyclopeda of Insurance Law 2d—Ed.—Insurance of all Kinds
P. Vi—Agents and Brokers—Vol. 3, Part 111—The Insured
Chap. 25—Agents of the Insured (25:1-25:112)
Chap. 26—Agents of the Insurer (Subd. 1-1X, 26:1-26:169)

Couch on Insurance 2d—Book 1—Anderson
P.65—1:48—Fire Insurance

Fire insurance is a Contract whereby one, for a fixed consideration, usually paid in advance andcustom called a premium, agrees to indemnify another in whole or in part up to a specified amount for loss or damage to designated property by fire

Va. Ford v Street, 129 Va. 437 106 SE 379

Iowa Ellioth v Farmers Mut. F. Ins. Asso. 233 10 WA 766, NW2d556
US:Lycoming F. Ins. Co. v Haven, 95 US 242; 24L ed 473; Durham v Fire & M. Co. 10 Sawy 526, 22F 468

P.66
1:49—Contract of indemnity.
Fire insurance is a contract of indemnity against actual loss sustained by the insured

Del. Huber v Penn. Mut. F. Ins. Co. 42 Del. 369, 33A2d. 729

Couch on Ins. 2d. Book
P.3 Table of Contents Book 1 Anderson
Chap. 49 Part 1X—Conditions Precedent to Liability after loss
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Couch on Insurance 2d
Section 23:1-26:169
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Covering Insurance of all kinds

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Insurance Law and Practice
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Insurer 4194-4195 Appelman 6
sec. 3701-4250—property insurance

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RR

Couch Vol. 9 case 114
Damages P. 8108
Double Indemnity P. 8109

Fire Insurance determination of damages under 1174—text 3
Cancellation of policy wrongfully by insurer 1890

State Courts—see that title 8103
U. S. Supreme Court—see title 8103

Proofs of Loss—see title Notice and Proof of Loss

Work Order September 17, 1965,—
to Hartford Construction Co. by the Baltimore City Building Inspector to DEMOLISH—the Frame Dwelling located at 6502 Belair Road, Baltimore, Maryland; and was cleared away at 6 A. M., the Dwelling was Posted with No Tresspassing signs, etc., and was held for evidence of this case, as same was not a hindrance to the highway, since it was located 170 foot from the road. FOR WHICH THE CITY CHARGED THE APPELLANT $790.

And the NEWS REPORTS about Cancellation of Fire Insurance policies after Claims have been filed—and Asking about Insurance Overhaul—D. C. Insurance Cancellation Mount, Insurer Fined in Virginia for Policy Cancellation without notice to the Insured.

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1970

No. 440

ANDREW J. EASTER,

Petitioner,

v.

AETNA INSURANCE COMPANY,

Respondent.

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT.

BRIEF IN OPPOSITION

GEORGE M. RADCLIFFE,
929 North Howard Street,
Baltimore, Maryland 21201,
Attorney for Respondent.

The Daily Record Co., Baltimore, Md. 21203

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JURISDICTION

The Petitioner's Petition for Writ of Certiorari does not cite any grounds warranting the review by this Honorable Court of the proceedings below. No federal questions have been raised. There is no reference to any applicable federal statute and the only statute cited by the Petitioner is a Maryland Code provision, Article 75, Section 12, which pertains to the service of suit papers on an insurance company. There is no issue even as to this particular statute in this case, and furthermore, there was no issue as to effectiveness of service of suit papers on the Respondent.